

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

<b>Meeting Date:</b>	February 6, 2007	(X) Consent	( ) Regular
		( ) Ordinance	( ) Public Hearing
<b>Department</b>			
<b>Submitted By:</b>	<u>Environmental Resources Management</u>		
<b>Submitted For:</b>	<u>Environmental Resources Management</u>		

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: a First Amendment to the Interlocal Agreement ("Agreement") with the Town of Juno Beach for the acquisition and management of the Juno Dunes Natural Area (f.k.a. Juno Hills site), effective October 7, 1997, to provide various minor changes to the Agreement including a site name change, change of mailing address for the County department administering this Agreement, promote the Northeast Everglades Natural Area (NENA) project within the Town of Juno Beach, update the reporting requirements to the State, and assign additional responsibility to the Town for the placement and maintenance of bollard style lighting along the pathway on the east side of SR A1A.

**Summary:** The Agreement was approved by the Board at the meeting of October 7, 1997 (R-97-1486-D) and provides that the Town will assist the County with management of the Juno Dunes Natural Area. The County wishes to update the Agreement to promote the NENA project within the Town of Juno Beach. The Town wishes to place bollard style lighting, as approved by the Florida Department of Environmental Protection and the Florida Fish and Wildlife Conservation Commission, along the pathway on the east side of SR A1A and to remove the existing street lights along SR A1A in the vicinity of the natural area. The Town wishes to amend the Agreement to provide that it will install and maintain the bollard lighting on portions of the pathway within the Juno Dunes Natural Area. Amending the existing Agreement will memorialize these desired changes and add this responsibility for the Town. District 1 (SF)

**Background and Justification:** The Agreement with the Town of Juno Beach allows the Town to assist the County in managing the Juno Dunes Natural Area. This First Amendment to the Agreement will provide for the mutual promotion of the NENA project in the Town of Juno Beach and, specifically, in the Juno Dunes Natural Area. Under, the First Amendment, the Town will remove existing street lighting along SR A1A within the Juno Dunes Natural Area and will install bollard lighting. The installation of bollard style lights will reduce lighting problems that negatively affect sea turtles using the beaches in the Juno Dunes Natural Area. By entering into the Agreement with the Town, the County has promoted cooperation with its municipal partner for the mutual benefit of both parties and has reduced the County's annual management costs for the Juno Dunes Natural Area. Agreeing to this proposed First Amendment to the Agreement continues the County's cooperation with the Town and allows the Town to move forward with desired lighting changes. The Agreement is an appendix of the approved management plan for the Juno Dunes Natural Area.

**Attachments:**

1. Amendment to Interlocal Agreement
2. Interlocal Agreement

<b>Recommended by:</b>	<u>Richard E. Wadley</u>	<u>1/11/07</u>
	Department Director	Date
<b>Approved by:</b>	<u>[Signature]</u>	<u>1/30/07</u>
	County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
Budget Account No.: Fund \_\_\_\_\_ Agency \_\_\_\_\_ Org. \_\_\_\_\_ Object \_\_\_\_\_

Reporting Category \_\_\_\_\_

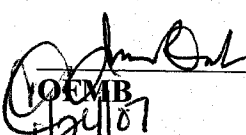
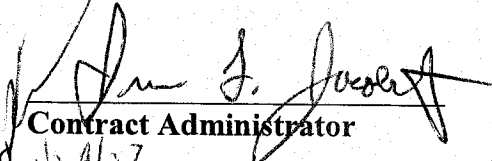
### B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with this item.

### C. Department Fiscal Review: \_\_\_\_\_

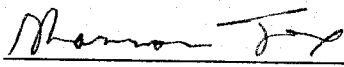
## III. REVIEW COMMENTS

### A. OFMB Fiscal and /or Contract Administrator Comments:

 1-24-07  
OFMB  
1/24/07  
 1/29/07  
Contract Administrator  
1/29/07

### B. Legal Sufficiency:

This amendment complies with  
our review requirements.

  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT  
BETWEEN  
THE TOWN OF JUNO BEACH, FLORIDA  
AND  
PALM BEACH COUNTY**

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between the Town of Juno Beach, a Florida municipal corporation (the "Town"), and Palm Beach County, Florida, a political subdivision of the State of Florida (the "County"), together hereinafter referred to collectively as the "parties".

**WHEREAS**, on October 7, 1997, the County and the Town entered into an Interlocal Agreement (R97-1486D) for the management of the Juno Hills Natural Area; and

**WHEREAS**, in December of 1999, the Juno Hills Natural Area was renamed the Juno Dunes Natural Area; and

**WHEREAS**, the Juno Dunes Natural Area is a part of the Northeast Everglades Natural Area (NENA) project; and

**WHEREAS**, the NENA project is a cooperative effort to provide connectivity to various natural areas and trail systems for user groups in northern Palm Beach and southern Martin counties; and

**WHEREAS**, by forming partnerships with various management groups and governmental agencies, NENA can be promoted as a destination with a collection of natural areas, educational facilities, greenways and blueways to satisfy most user groups; and

**WHEREAS**, the parties wish to promote NENA within the Juno Dunes Natural Area and the Town of Juno Beach; and

**WHEREAS**, the Town wishes to change street lighting within the Juno Dunes Natural Area along SR A1A; and

**WHEREAS**, the parties wish to amend the Interlocal Agreement ("Agreement") to reflect their continued cooperation in management of the Juno Dunes Natural Area and commitment to promoting NENA.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and restrictions set forth herein, the parties agree to amend the Agreement as follows:

1. The parties acknowledge and agree that the WHEREAS clauses set forth above are true and correct and are fully incorporated into this First Amendment to the Agreement.

2. **NATURAL AREA RENAMED.** Any references in the Agreement to the Juno Hills site or Juno Hills Natural Area are hereby revised to read the Juno Dunes site or Juno Dunes Natural Area, as appropriate.

3. **NOTICE.** Paragraph 11 of the Agreement is hereby deleted in its entirety and replaced with the following: All formal notices between the parties shall be deemed received if hand delivered or sent by certified mail, return receipt requested, to the parties' designated contact person. Notice shall be deemed sufficient when addressed to the other party's contact person at the following addresses, with a copy to the below cited counsel:

- a. Town of Juno Beach  
Office of Town Manager  
340 Ocean Drive  
Juno Beach, Florida 33408
- b. Palm Beach County  
Department of Environmental Resources Management  
2300 N. Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, Florida 33411-2743

With copy to:  
County Attorney's Office, 6<sup>th</sup> Floor  
Palm Beach County  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

Should any party change its address or designated contact person, written notice of such new address shall promptly be sent to the other party.

4. **RESPONSIBILITIES OF THE COUNTY.** The County shall include all environmental centers and trails within the Town that fall within the NENA vision plan on NENA literature it creates with the intent of promoting tourism in the Town's natural areas, educational facilities and trails.

5. **RESPONSIBILITIES OF THE TOWN.**

- a. As a NENA partner, the Town shall display the NENA logo on mutually agreed upon signage and will provide at a minimum, a location within the Town Hall for the distribution of NENA literature.
- b. The Town shall construct and maintain bollard style lights that meet the requirements of the Florida Department of Environmental Protection and the Florida Fish and Wildlife Conservation Commission along the east side, and within two feet of the eastern edge of pavement of the pathway as it currently exists, that runs along the east side of SR A1A. The Town will remove the existing street lights that serve that area of the Natural Area. The Town will be

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solely responsible for the cost of removing existing lighting and providing bollard style lights.

6. **ARC.** All reference in the Agreement to the Land Acquisition and Management Advisory Council ("LAMAC") are hereby revised to read the Acquisition and Restoration Council ("ARC").

7. **INDEMNIFICATION.** Paragraph 7 of the Agreement is hereby deleted in its entirety and replaced with the following: Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend and hold harmless the Town against all actions, claims or damages arising out of the County's negligence in connection with the Agreement and any amendment thereto, and the Town shall indemnify, defend and hold harmless the County against all actions, claims or damages arising out of the Town's negligence in connection with the Agreement and any amendment thereto. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party for such other party's negligent, willful or intentional acts or omissions.

8. **INSURANCE.** Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the County and the Town acknowledge to be insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the Town maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, the Town shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The County and the Town agree to maintain or to be insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, either party shall provide an affidavit or Certificate of Insurance evidencing insurance, insurance and/or sovereign immunity status, which the other party agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the County or the Town of its liability and obligations under the Agreement or any amendments thereto.

9. **TERMINATION.** If a party fails to fulfill its obligations under the Agreement or any amendment thereto in a timely and proper manner, the party not in default shall have the right to terminate the Agreement and any amendment thereto by giving written notice of the deficiency and the party's intent to terminate if not corrected. The party in default shall then have sixty (60) days from receipt of notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time and unless otherwise agreed by the parties, the party not in default may exercise the right to terminate the Agreement and any amendments thereto.

10. **NON-APPROPRIATIONS.** The County's performance and obligations under the Agreement and any amendments thereto are contingent upon an annual appropriation by the Board of County Commissioners. The Town's performance and obligations under the

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Agreement and any amendments thereto are contingent upon an annual appropriation by the Town Council

11. **ENFORCEMENT COSTS.** Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of the Agreement and any amendment thereto shall be borne by the respective parties provided, however, that this clause pertains only to the parties hereto.

12. **GOVERNING LAW AND VENUE.** Any action to enforce the Agreement and any amendment thereto shall be brought in Palm Beach County, Florida. The Agreement and any amendment thereto shall be governed by the laws of the State of Florida.

13. **SEVERABILITY.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or is otherwise unenforceable, then such provision shall be deemed null and void and shall be severable, but shall not invalidate any other provision of this Agreement.

14. **EFFECT OF FIRST AMENDMENT.** Except as expressly amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

15. **RECORDING.** This First Amendment to the Agreement shall be recorded in the Public Records of Palm Beach County, Florida, in accordance with applicable law.

**WHEREFORE,** the parties hereto have set their hands and seals on the day set forth next to their signatures.

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY  
ITS BOARD OF COUNTY  
COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Addie L. Greene, Chairman

DATE: \_\_\_\_\_

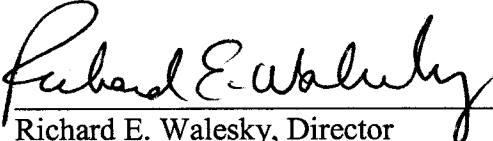
DATE: \_\_\_\_\_

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

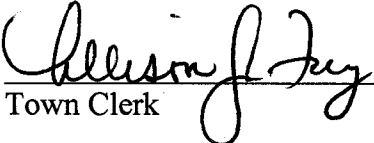
APPROVED AS TO TERMS AND  
CONDITIONS:

BY: \_\_\_\_\_  
Assistant County Attorney


  
Richard E. Walesky, Director  
Palm Beach County Dept. of  
Environmental Resources Management

DATE: \_\_\_\_\_

ATTEST:


By:   
Town Clerk

TOWN OF JUNO BEACH, FLORIDA  
BY ITS COUNCIL

By:   
Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:   
Town Attorney

R97 1486D

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF JUNO BEACH, FLORIDA AND  
PALM BEACH COUNTY FOR THE ACQUISITION OF THE JUNO HILLS SITE AND ITS  
MANAGEMENT AS A NATURAL AREA**

THIS AGREEMENT made and entered into on this OCT 7 1997 day of           , 1997, by and between the Town of Juno Beach, hereinafter referred to as the "Town", and Palm Beach County, Florida, hereinafter referred to as the "County", a political subdivision of the State of Florida.

**WITNESSETH:**

**WHEREAS**, on March 12, 1991, the voters of Palm Beach County approved a \$100 million bond referendum for the acquisition of environmentally sensitive lands; and

**WHEREAS** the Juno Hills site (Ecosite 53) in Juno Beach was designated as one of the high-priority sites to be acquired with funds from this bond referendum; and

**WHEREAS**, both the Town and the County have deemed that it is in the best interest of the residents and citizens of Palm Beach County and the Town of Juno Beach to acquire the Juno Hills site in order to preserve the site in its natural state for future generations as an intact native Florida ecosystem; and

**WHEREAS**, the County has purchased several tracts of land in the Juno Hills site that are now collectively known as the Juno Hill Natural Area; and

**WHEREAS**, the County has sold several of these tracts to the Board of Trustees of the Internal Improvement Trust Fund (BTITF) to receive state matching funds from the Conservation and Recreation Lands Program (CARL) for the acquisition of the tracts, which are adjacent to the tracts retained in County ownership; and

**WHEREAS**, the County will enter into a 50-year lease agreement with BTITF to manage these lands on behalf of the State, which holds the title to these properties; and

**WHEREAS**, the County has entered into a 25-year lease agreement with the Florida Inland Navigation District (FIND), with options for additional 10-year terms, to manage a parcel owned by FIND that is adjacent to the State's property; and

**WHEREAS**, the Board of County Commissioners and the Town of Juno Beach have submitted a partnership grant application to the Florida Communities Trust (FCT) for state matching funds to acquire the Juno Hills Oceanfront tract; and

**WHEREAS**, the County and the Town, as the FCT Recipients, have signed a Conceptual Approval Agreement with FCT for the receipt of these funds; and

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**WHEREAS**, the County has purchased the Juno Hills Oceanfront tract as an addition to the Juno Hills Natural Area, and wishes to be reimbursed by FCT for the County's portion of the acquisition costs; and

**WHEREAS**, the Conceptual Approval Agreement requires that the parties of the partnership application enter into an Interlocal Agreement which sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the acquisition and management of the site and that the Interlocal Agreement be made a part of the project plan; and

**WHEREAS**, the execution of this agreement is in the best interest of both governmental units and the residents and citizens of same; and

**WHEREAS**, Section 163.01, Florida Statutes, allows governmental units to enter into intergovernmental agreements to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and restrictions set forth herein, the parties to this agreement agree as follows:

#### **ARTICLE I - IN GENERAL**

1. The County and Town agree that the County has acquired and will manage certain real property located within the corporate limits of the Town of Juno Beach, Florida, known as the "Juno Hills Natural Area", which real property is more particularly described in Exhibit A attached hereto and made a part hereof, (the "Natural Area").

2. The management of the Natural Area of the County, with assistance from the Town, shall serve to preserve the biological community on the property in its natural state as an example of a high quality native Florida scrub, tidal swamp, pine flatwoods, depression marsh, wet prairie coastal stand, beach dune, and remnant maritime tropical hammock ecosystems in Palm Beach County. It is the intent of the parties to comply with subsection 253.023 (11) Florida Statutes, which requires that the site be managed for conservation and protection of natural and historic resources. Both parties intend to manage the Natural Area solely as a nature preserve, to provide certain scientific and educational benefits and to provide passive recreational opportunities for residents and citizens of the Town and the County. The Natural Area shall be kept in its natural state, such that present and future generations will be able to experience the natural values currently exhibited on the property, acts of God or other events beyond the control of the Town and the County notwithstanding.

3. The parties hereto agree to review their respective zoning ordinances and comprehensive plans and to take steps to designate the Natural Area appropriately in the future under their comprehensive land use plans and zoning ordinances, given its intended use as a natural area. The future land use designation assigned to the Natural Area shall be for conservation. If an amendment

to the Town's and/or County's comprehensive land use plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available.

4. The Natural Area shall be managed only for the conservation, protection and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation that is compatible with the conservation, protection and enhancement of the Natural Area. The parties may make and maintain physical improvements to the Natural Area only for the conservation, protection and enhancement of natural resources and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the Natural Area along with other related uses necessary for the accomplishment of this purpose. The County shall provide outdoor recreational facilities, including but not limited to a nature trail, dune crossover, interpretive kiosk and limited parking, on the Natural Area. The facilities shall be on the Natural Area. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources on the Natural Area without causing harm to those resources. The County shall include the Natural Area in the regional greenway network that extends from North Palm Beach to the Town of Jupiter and develop a greenway management strategy for the Natural Area.

5. The Natural Area shall be open to the public. The locations of public access points and any restrictions on access will be described in the management plan. Access to the Natural Area by pedestrians, bicyclists and persons on non-motorized vehicles shall be promoted except in those areas where resource protection considerations warrant limiting access.

6. The parties shall use their best efforts, through their agents and employees, to prevent the unauthorized use of the Natural Area of any use not compatible with the management of the site as a natural area or nature preserve.

7. In the acquisition, management, and maintenance of the Natural Area, each party shall be liable for its own actions and negligence.

8. The title to the Natural Area shall be held by the County, except for the portion containing the Juno Hills CARL project, which will be held by the State of Florida, and the portion owned by FIND.

9. This Interlocal Agreement shall be recorded in the Public Records of Palm Beach County, Florida, in accordance with applicable law.

10. This Agreement shall be deemed to be the sole agreement between the parties, and no prior agreements or other writings shall supersede that which is contained in this Interlocal Agreement.

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11. For the purposes of this Interlocal Agreement, notices to the other party shall be deemed sufficient when addressed to the following address and deposited in the United States Mail:

- a. Town of Juno Beach  
Office of the Town Manager  
340 Ocean Drive  
Juno Beach, FL 33408
- b. Palm Beach County  
Department of Environmental Resources Management  
3323 Belvedere Road, Bldg. 502  
West Palm Beach, FL 33406

12. This Agreement shall be rendered null and void if not executed by all parties hereto on or before October 31, 1997.

## ARTICLE II - JOINT RESPONSIBILITIES

13. The County, in cooperation with the Town and pursuant to a management plan, shall manage the Natural Area for habitat preservation and passive recreation, keeping the property in its natural state except for the maintenance of fences, firebreaks and physical improvements set forth in Article I, Paragraph 4 and other management activities appropriate for a nature preserve. Management activities will initially consist of removal of trash and invasive vegetation from the Natural Area. Long-term management of the the Natural Area will require controlling invasive vegetation, monitoring listed plant and animal species, and prescribed burning. Subject to annual appropriations by the County's Board of County Commissioners and the Town of Juno Beach, personnel time and expertise for on-going, site-specific management of the Natural Area will be provided by both parties. A detailed division of responsibilities for the management of the Natural Area will be provided in the management plan. The County with the cooperation of the Town shall apply for any funds available from the state for management purposes, and will minimize management costs through the involvement of volunteers.

14. The parties shall prepare, separately or jointly, brochures, and other educational material describing the natural resources, uses, and joint management of the Natural Area. Any material prepared by one party shall be submitted to the other party for its prior review and approval. Approval shall not be unreasonably withheld. The cost of any jointly-prepared materials shall be shared equally by the parties, and the costs of any material prepared individually shall be solely that party's responsibility. Both parties shall encourage students, residents and visitors to use the Natural Area for educational and passive recreational purposes.

15. The Natural Area will be identified as being publicly owned and operated as a passive natural resource-based public outdoor recreational site in all signs, literature and advertising.

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16. The parties agree that the County will erect signs or monuments identifying the Natural Area as being open to the public, as having been purchased with funds from the State and the County, and as being managed by the County, with the cooperation of the Town.

### ARTICLE III - RESPONSIBILITIES OF THE COUNTY

17. The County agrees to comply with all requirements of FCT for provision to the County of the State's share of forty-five percent (45%) of the acquisition costs for the 42.43-acre Juno Hills Oceanfront parcel that will become a part of the larger Juno Hills Natural Area. The Natural Area may total up to 575 acres when all land acquisitions and leases for the site are complete.

18. The County agrees to plan and, subject to FCT and Land Acquisition and Management Advisory Council (LAMAC) approval and a budget approved by the Board of County Commissioners, to pay for physical improvements to the Natural Area that would encourage public use of the Natural Area as a nature preserve. These facilities may include, but not be limited to, walking and interpretative trails, a dune crossover, an educational display (kiosk), and parking facilities. The Town and County shall use their best efforts to plan and construct these facilities, taking into consideration primarily the sensitivity and needs of the biological and secondarily the intended research, educational and recreational uses of the Natural Area.

19. The County agrees to secure the Natural Area with fencing, gates and signage to discourage unauthorized activities such as dumping of trash and off-road vehicle usage, while permitting public access to the Natural Area for scientific research, environmental education, and passive recreational activities. The County will be responsible for upkeep of the fences, gates, kiosk, parking area, and signs.

20. The County will develop a management plan and a controlled burn plan for the Natural Area in consultation with the Town. The management plan will be subject to the approval of FCT and the state Land Acquisition Management Advisory Council (LAMAC).

21. The management plan will contain a mechanism for the Town and the County to determine jointly the future of the Natural Area, should any unforeseen events or activities, either natural or man-made severely limit or eliminate the natural values presently on the property.

22. The County, in coordination with the Town, will prepare and submit an annual report to FCT as required in the Conceptual Approval Agreement, and a report every five years to LAMAC, as required in the management lease. The annual report to FCT shall serve as the County's annual report to FIND.

23. Management of all natural areas acquired by the County will be coordinated on a county-wide basis to protect ecosystems and populations of listed species throughout the County.

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24. The County agrees to identify a County employee as the public contact person to coordinate group usage and research on the Natural Area and to answer public inquiries about the site.

25. The County agrees to support the Town in applying to the Department of Environmental Protection and any other appropriate state agency for receipt of payment in lieu of taxes pursuant to Florida Statutes Section 259.032 (12) (a) and (c).

26. The County acknowledges that as the Town has an integral role in the acquisition and the future management of the Natural Area, the Natural Area should be within the municipal limits of the Town. To further that end and subject to approval by all applicable County agencies and service providers, and subject to the annexation meeting all statutory requirements of Florida Statutes Chapter 171, the County agrees to support the Town's efforts to annex those properties within the Natural Area that are not currently within the municipal limits of the Town.

#### ARTICLE IV - RESPONSIBILITIES OF THE TOWN

27. The Town agrees to assume primary responsibility for public safety and law enforcement at the Natural Area for those parcels within the municipal boundaries of the Town. This includes routine patrols of the boundaries and the prevention of vandalism, vehicular trespass, dumping, and damage to property and natural resources.

28. The Town agrees to provide assistance to the County in the long term maintenance of the site, including weekly garbage pick-up from parking lots and police services to those portions of the Natural Area within the municipal boundaries of the Town. The Town will assume responsibility for the daily opening and closing of any gates providing public access to the Natural Area. This responsibility may be delegated to a local resident or stewardship group if approved by both the County and the Town.

29. The Town agrees to assist the County in the long-term management of the site including removal of exotic vegetation, removal of trash and debris collected during volunteer activities, periodic prescribed burns and other activities.

30. The Town agrees that in reviewing any proposed changes and uses of, or activities on, real property immediately adjacent to the Natural Area it shall consider the protection of the biological community and any impact on the species present.

31. The Town agrees to identify a Town employee as the contact person to interact with the County in planning for and managing the Natural Area.

32. The Town will encourage students, residents and visitors to use the site for educational and recreational purposes.

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33. The Town agrees to review the proposed management plan and to provide comments to the County on that document. For those engineering design plans covering properties within Town limits and which require Town Council approval, the Town agrees to review them in an expedient manner. The Town further agrees to waive any municipal fees, assessments, or permits applicable to the Natural Area due to the construction, use or maintenance of public facilities, such as those applied to storm water drainage, utilities, or buildings.

WHEREFORE, the parties hereto have set their hands and seals on the day set forth next to their signatures.

PALM BEACH COUNTY, FLORIDA, BY  
ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:

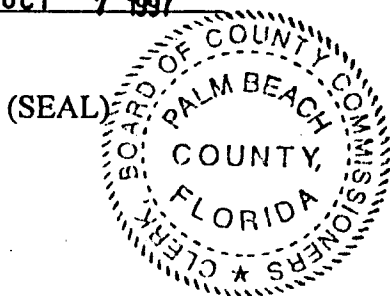
Dorothy H. Wilken, Clerk

BY: Karen Claubart  
Deputy Clerk

BY: Maude Ford Lee  
Chairman Vice - Chair Maude Ford Lee

DATE: OCT 7 1997

DATE: OCT 7 1997



R97 1486D

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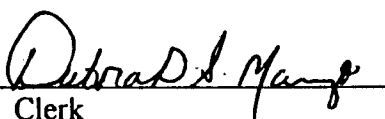
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
By: Assistant County Attorney

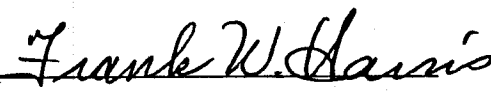
DATE: 10/1/97

ATTEST:

TOWN OF JUNO BEACH, FLORIDA  
BY ITS COUNCIL

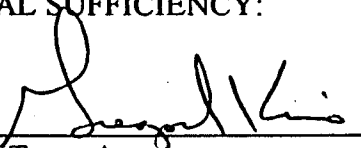
BY:   
Clerk

DATE: 9/24/97

BY:   
Mayor

DATE: 9/26/97

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY:   
Town Attorney

DATE: 9/24/97

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**EXHIBIT A**  
**LEGAL DESCRIPTIONS OF TRACTS PURCHASED OR LEASED BY PALM BEACH**  
**COUNTY**

**148-ACRE JUNO ASSOCIATES, LTD. TRACT**

Parcel 1, Sea Trace P.U.D., Plat Book 57, Pages 128-129, Public Records of Palm Beach County, Florida.

**42-ACRE JUNO ASSOCIATES, LTD. OCEANFRONT TRACT**

Parcel 2, Sea Trace, according to the Plat thereof as recorded in Plat Book 57, page 128, among the Public Records of Palm Beach County, Florida and being more particularly described as follows:

Commencing at said Point 'A'; thence South 87 degrees, 33 minutes, 53 seconds East, along the southerly line of said Government Lot 4, a distance of 125.70 feet to a point of intersection with the Easterly Right-of-Way line of said State Road Number 5, said point being the POINT OF BEGINNING of Parcel 2; thence North 14 degrees, 53 minutes 05 seconds West along the said Easterly Right-of-Way Line, a distance of 2167.91 feet; thence South 89 degrees, 24 minutes, 39 seconds East along the Southerly Line of Seascape-in-the-Park as recorded in Plat Book 43, Pages 90 and 91 of the said Public Records, a distance of 920 feet, more or less, to the approximate mean high water line of the Atlantic Ocean; thence Southeasterly along the said approximate mean high water line, a distance of 2215 feet, more or less, to a point of intersection with the Southerly line of said Government Lot 4; thence North 87 degrees, 33 minutes 53 seconds West along the said Southerly line of Government Lot 4, a distance of 985 feet, more or less to the POINT OF BEGINNING of Parcel 2. Parcel 2 42.43 Acres, more or less together with the riparian and littoral rights appertaining to the land herein platted.

Parcel 2 subject to Coastal Construction Control Line as recorded in Plat Book 36, Page 91 of the said Public Records.

Excepted from Parcel 2, State Road A-1-A (formerly State Road Number 5) Right-of-Way, being 66 feet in width as shown on Palm Beach County Engineering Department Right-of-Way Map, drawing Number 3-74-270 R/W, Sheets 2 and 3, dated 2-10-75.

**3.5-ACRE RESOLUTION TRUST CORPORATION TRACT**

Legal Description as per Exhibit "A", as found in Official Record Book 6841, Page 1296, in and for the Public Records of Palm Beach County, Florida.

A parcel of land with 300 foot frontage on the west side of State Road No. 5, with approximately 500 feet depth, more particularly described as follows:

That part of the north 300 feet of the south one-half (S ½) of the northwest one-quarter (NW¼) of Section 28, Township 41 South, Range 43 East, Palm Beach County, Florida, which is bounded on the east by the west right of way of State Road No. 5 (see Road Plat Book 2, Pages 43 through 56, inclusive), and bounded on the west by a line parallel with and 500 feet westerly of said west right of way of State Road No. 5. 3.44 acres (as surveyed, parcel contains 3.5398 acres or 154,194.55 square feet more or less).

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**334-ACRE JOHN D. AND CATHERINE T. MACARTHUR FOUNDATION TRACT**

A parcel of land lying in Sections 20, 28 and 29, Township 41 South, Range 43 East, Palm Beach County, Florida and being more particularly described as follows:

All of the South Half (S  $\frac{1}{2}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of said Section 20, East of the Easterly right of way line of the Intracoastal Waterway, as said right of way is shown on plat recorded in Plat Book 17, Page 6 of the public records of Palm Beach County, Florida, Less the South 50 feet thereof for a County Road;

Together with the Northwest Quarter (NW  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of said Section 20, East of the Easterly right of way line of the Intracoastal Waterway, as said right of way is shown on plat recorded in Plat Book 17, page 6 of the public records of Palm Beach County, Florida; LESS that part of the Northwest Quarter (NW  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) conveyed to the Florida Inland Navigation District, as described in Deed Book 658, page 430 of the public records of Palm Beach County, Florida;

Together with the Northeast Quarter (NE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of said Section 28, Township 41 South, Range 43 East, LESS the right of way of State Road No. 5; and LESS a strip of land 30 feet wide lying parallel with and adjacent to the West right of way line of State Road No. 5;

Together with the South Half (S  $\frac{1}{2}$ ) of the Southwest (SW  $\frac{1}{4}$ ) of Section 28, Township 41 South, Range 43 East; LESS AND EXCEPTING THEREFROM the right of way of State Road 5, ALSO LESS those parcels described in Official Records Book 1876, page 844, Official Records Book 1935, page 1869, and Official Records Book 1951, page 225 of the public records of Palm Beach County, Florida, ALSO LESS the right of way of Ellison Wilson Road, and ALSO LESS a strip of land 30 feet wide lying parallel with and adjacent to the West right of way line of State Road 5. ALSO LESS the right of way for Rolling Green Road as recorded in Official Records Book 1883, page 593 of said public records.

Together with Government Lot 2, Section 28, Township 41 South, Range 43 East, in Palm Beach County, Florida, LESS AND EXCEPTING THEREFROM the North 106 feet of said Section 28;

Together with the North 595 feet of Government Lot 3 and all that part of the North 595 feet of Government Lot 4 lying West of a line 500 feet Westerly of and parallel to the West right of way line of U.S. Highway No. 1 in Section 28, Township 41 South, Range 43 East;

Together with the Northwest Quarter (NW  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 28, Township 41 South, Range 43 East, in Palm Beach County, Florida; Together with the South 170.92 feet of Government Lot 3 and the South 170.92 feet of Government Lot 4, lying West of State Road No. 5, Section 28, Township 41 South, Range 43 East, Palm Beach County, Florida; LESS a strip of land 30 feet wide lying parallel with and adjacent to the West right of way line of State Road No. 5;

Together with the North 572.20 feet of the South 743.12 feet of Government Lot 3 and all of that part of the North 572.20 feet of the South 743.12 feet of Government Lot 4 lying West of U.S. Highway No. 1 in Section 28, Township 41 South, Range 43 East; LESS AND EXCEPTING THEREFROM that part of the North 572.20 feet of the South 743.12 feet of Government Lot 4 lying

North of the South line of the North 595.00 feet of Government Lot 4, East of a line 500.00 feet Westerly of and parallel to the West right-of-way line of State Road No. 5; ALSO LESS a strip of land 30 feet wide lying parallel with and adjacent to the West right-of-way line of State Road No. 5;

Together with that part of the Northeast Quarter (NE 1/4) of Section 29, Township 41 South, Range 43 East lying Easterly of the East right-of-way line of Ellison Wilson Road; LESS AND EXCEPTING THEREFROM the North 106 feet of said Section 29.

### **2-ACRE FISHER TRACT**

The West 275 feet of the North 370 feet of the Southwest Quarter of the Southwest Quarter of Section 28, Township 41 South, Range 43 East, Palm Beach County, Florida, Less the rights of way for Rolling Green Road as described in instrument recorded in Official Record Book 1883, page 595, and Less the rights of way for Ellison-Wilson Road as described in instrument recorded in Official Record Book 1054, page 665 and Official Record Book 539, page 483 of the Public Records of Palm Beach County, Fla.

### **FLORIDA INLAND NAVIGATION DISTRICT MSA 614B TRACT (LEASE)**

That part of the NE 1/4 of the SW 1/4, Section 20, Township 41 South, Range 43 East, Palm Beach County, Florida, lying East of the East right of way line of the Intracoastal Waterway, said right of way line being shown on Plat recorded in Plat Book 17, Page 6 of the Public Records of said County; also that part of the North 1000 feet of the NW 1/4 of the SE 1/4 of said Section 20, lying East of the said East right of way line; said tract containing 30.15 acres, more or less, being the same tract described in a Deed from Palmwood Investment Company to the Commissioners of the Florida Inland Navigation District dated January 5, 1944, and recorded in Deed Book 658, Page 430, of the said public records.

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